

AMENDED IN SENATE AUGUST 19, 2016

AMENDED IN SENATE JULY 15, 2015

AMENDED IN ASSEMBLY MAY 14, 2015

AMENDED IN ASSEMBLY MARCH 26, 2015

CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

## ASSEMBLY BILL

**No. 551**

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**Introduced by Assembly Member Nazarian**

February 23, 2015

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An act to amend Section 1942.5 of, to amend and renumber Section 1954.1 of, and to add Chapter ~~2.5~~ 2.8 (commencing with Section ~~1954.1~~) ~~of 1954.600~~) to Title 5 of Part 4 of Division 3 of, the Civil Code, relating to tenancy.

### LEGISLATIVE COUNSEL'S DIGEST

AB 551, as amended, Nazarian. Rental property: bed bugs.

Existing law imposes various obligations on landlords who rent out residential dwelling units, including the general requirement that the building be in a fit condition for human occupation. Among other responsibilities, existing law requires a landlord of a residential dwelling unit to provide each new tenant who occupies the unit with a copy of the notice provided by a registered structural pest control company, as specified, if a contract for periodic pest control service has been executed.

This bill would prescribe the duties of landlords and tenants with regard to the treatment and control of bed bugs. The bill would require a landlord to provide a prospective tenant, on and after July 1, ~~2016~~, ~~2017~~, and to all other tenants by January 1, ~~2017~~, ~~2018~~, information

about bed bugs, as specified. ~~The bill would prohibit a tenant from bringing items onto a property that the tenant knows or reasonably should know are infested with bed bugs and would require a tenant who finds a bed bug infestation to notify his or her landlord within 7 calendar days if he or she finds or reasonably suspects a bed bug infestation. The bill would require a landlord to retain services of a pest control operator, as defined, within 5 business days of notification, and would prescribe requirements for entries into dwelling units for purposes of inspection. If an infestation is confirmed, the~~ *The bill would require that the landlord provide notice to the tenants of those units inspected by the pest control operator of the pest control operator's findings within 2 business days and that the landlord contract with a pest control operator to prepare and implement a bed bug treatment program within a reasonable time, as specified. The bill would require a landlord to provide affected tenants with specified information in connection with the treatment plan and would require tenants to fulfill responsibilities for unit preparation before a scheduled treatment, be responsible for the management of their belongings, and to vacate their units. The bill would require a landlord, after a bed bug infestation is confirmed, to prepare a written bed bug management plan, which would be available to tenants. The bill would prescribe requirements for the disposal of items infested by bed bugs.* ~~days, as specified. The bill would prohibit a landlord from showing, renting, or leasing a vacant dwelling unit that the landlord knows has a bed bug infestation, as specified.~~

*This bill would incorporate additional changes to Section 1942.5 of the Civil Code, proposed by AB 2881, that would become operative only if this bill and AB 2881 are chaptered and become effective on or before January 1, 2017, and this bill is chaptered last.*

~~The bill would prohibit a landlord from renting or leasing a vacant dwelling unit that the landlord knows, or reasonably should know, has a bed bug infestation. The bill would provide that an eviction proceeding to enforce tenant responsibilities is not retaliation and that a property for which a landlord has notice of an infestation and follows required procedures is not, with respect to bed bugs, to be considered substandard or untenantable. The bill would specify that a landlord or tenant may sue for injunctive relief for violations of its provisions. The bill would prohibit a landlord from being held liable for delays in bed bug treatment and control that are outside his or her control. The bill would state the intent of the Legislature to occupy the field with regard to this topic~~

and would prohibit cities, counties, and other local entities from enacting a local law relating to this issue, except as specified.

Vote: majority. Appropriation: no. Fiscal committee: no.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 1942.5 of the Civil Code is amended to  
2 read:

3 1942.5. (a) If the lessor retaliates against the lessee because  
4 of the exercise by the lessee of his or her rights under this chapter  
5 or because of his or her complaint to an appropriate agency as to  
6 tenantability of a dwelling, and if the lessee of a dwelling is not  
7 in default as to the payment of his or her rent, the lessor may not  
8 recover possession of a dwelling in any action or proceeding, cause  
9 the lessee to quit involuntarily, increase the rent, or decrease any  
10 services within 180 days of any of the following:

11 (1) After the date upon which the lessee, in good faith, has given  
12 notice pursuant to Section 1942, has provided notice ~~pursuant to~~  
13 ~~Section 1954.14~~, of a suspected bed bug infestation, or has made  
14 an oral complaint to the lessor regarding tenantability.

15 (2) After the date upon which the lessee, in good faith, has filed  
16 a written complaint, or an oral complaint which is registered or  
17 otherwise recorded in writing, with an appropriate agency, of which  
18 the lessor has notice, for the purpose of obtaining correction of a  
19 condition relating to tenantability.

20 (3) After the date of an inspection or issuance of a citation,  
21 resulting from a complaint described in paragraph (2) of which  
22 the lessor did not have notice.

23 (4) After the filing of appropriate documents commencing a  
24 judicial or arbitration proceeding involving the issue of  
25 tenantability.

26 (5) After entry of judgment or the signing of an arbitration  
27 award, if any, when in the judicial proceeding or arbitration the  
28 issue of tenantability is determined adversely to the lessor.

29 In each instance, the 180-day period shall run from the latest  
30 applicable date referred to in paragraphs (1) to (5), inclusive.

31 (b) A lessee may not invoke subdivision (a) more than once in  
32 any 12-month period.

(c) It is unlawful for a lessor to increase rent, decrease services, cause a lessee to quit involuntarily, bring an action to recover possession, or threaten to do any of those acts, for the purpose of retaliating against the lessee because he or she has lawfully organized or participated in a lessees' association or an organization advocating lessees' rights or has lawfully and peaceably exercised any rights under the law. In an action brought by or against the lessee pursuant to this subdivision, the lessee shall bear the burden of producing evidence that the lessor's conduct was, in fact, retaliatory.

(d) Nothing in this section shall be construed as limiting in any way the exercise by the lessor of his or her rights under any lease or agreement or any law pertaining to the hiring of property or his or her right to do any of the acts described in subdivision (a) or (c) for any lawful cause. Any waiver by a lessee of his or her rights under this section is void as contrary to public policy.

(e) Notwithstanding subdivisions (a) to (d), inclusive, a lessor may recover possession of a dwelling and do any of the other acts described in subdivision (a) within the period or periods prescribed therein, or within subdivision (c), if the notice of termination, rent increase, or other act, and any pleading or statement of issues in an arbitration, if any, states the ground upon which the lessor, in good faith, seeks to recover possession, increase rent, or do any of the other acts described in subdivision (a) or (c). If the statement is controverted, the lessor shall establish its truth at the trial or other hearing.

(f) Any lessor or agent of a lessor who violates this section shall be liable to the lessee in a civil action for all of the following:

(1) The actual damages sustained by the lessee.

(2) Punitive damages in an amount of not less than one hundred dollars (\$100) nor more than two thousand dollars (\$2,000) for each retaliatory act where the lessor or agent has been guilty of fraud, oppression, or malice with respect to that act.

(g) In any action brought for damages for retaliatory eviction, the court shall award reasonable attorney's fees to the prevailing party if either party requests attorney's fees upon the initiation of the action.

(h) The remedies provided by this section shall be in addition to any other remedies provided by statutory or decisional law.

*SEC. 1.5. Section 1942.5 of the Civil Code is amended to read:*

1 1942.5. (a) If the lessor retaliates against the lessee because  
2 of the exercise by the lessee of his *or her* rights under this chapter  
3 or because of his *or her* complaint to an appropriate agency as to  
4 tenantability of a dwelling, and if the lessee of a dwelling is not  
5 in default as to the payment of his *or her* rent, the lessor may not  
6 recover possession of a dwelling in any action or proceeding, cause  
7 the lessee to quit involuntarily, increase the rent, or decrease any  
8 services within 180 days of any of the following:

9 (1) After the date upon which the lessee, in good faith, has given  
10 notice pursuant to Section 1942, *has provided notice of a suspected*  
11 *bed bug infestation*, or has made an oral complaint to the lessor  
12 regarding tenantability.

13 (2) After the date upon which the lessee, in good faith, has filed  
14 a written complaint, or an oral complaint which is registered or  
15 otherwise recorded in writing, with an appropriate agency, of which  
16 the lessor has notice, for the purpose of obtaining correction of a  
17 condition relating to tenantability.

18 (3) After the date of an inspection or issuance of a citation,  
19 resulting from a complaint described in paragraph (2) of which  
20 the lessor did not have notice.

21 (4) After the filing of appropriate documents commencing a  
22 judicial or arbitration proceeding involving the issue of  
23 tenantability.

24 (5) After entry of judgment or the signing of an arbitration  
25 award, if any, when in the judicial proceeding or arbitration the  
26 issue of tenantability is determined adversely to the lessor.

27 In each instance, the 180-day period shall run from the latest  
28 applicable date referred to in paragraphs (1) to (5), inclusive.

29 (b) A lessee may not invoke subdivision (a) more than once in  
30 any 12-month period.

31 ~~(e) It~~

32 (c) *Notwithstanding subdivision (a), it is unlawful for a lessor*  
33 *to increase rent, decrease services, cause a lessee to quit*  
34 *involuntarily, bring an action to recover possession, or threaten to*  
35 *do any of those acts, for the purpose of retaliating against the lessee*  
36 *because he or she has lawfully organized or participated in a*  
37 *lessees' association or an organization advocating lessees' rights*  
38 *or has lawfully and peaceably exercised any rights under the law.*  
39 *In an action brought by or against the lessee pursuant to this*

1 subdivision, the lessee shall bear the burden of producing evidence  
2 that the lessor's conduct was, in fact, retaliatory.

3 (d) Nothing in this section shall be construed as limiting in any  
4 way the exercise by the lessor of his or her rights under any lease  
5 or agreement or any law pertaining to the hiring of property or his  
6 or her right to do any of the acts described in subdivision (a) or  
7 (c) for any lawful cause. Any waiver by a lessee of his or her rights  
8 under this section is void as contrary to public policy.

9 (e) Notwithstanding subdivisions (a) to (d), inclusive, a lessor  
10 may recover possession of a dwelling and do any of the other acts  
11 described in subdivision (a) within the period or periods prescribed  
12 therein, or within subdivision (c), if the notice of termination, rent  
13 increase, or other act, and any pleading or statement of issues in  
14 an arbitration, if any, states the ground upon which the lessor, in  
15 good faith, seeks to recover possession, increase rent, or do any  
16 of the other acts described in subdivision (a) or (c). If the statement  
17 is controverted, the lessor shall establish its truth at the trial or  
18 other hearing.

19 (f) Any lessor or agent of a lessor who violates this section shall  
20 be liable to the lessee in a civil action for all of the following:

21 (1) The actual damages sustained by the lessee.

22 (2) Punitive damages in an amount of not less than one hundred  
23 dollars (\$100) nor more than two thousand dollars (\$2,000) for  
24 each retaliatory act where the lessor or agent has been guilty of  
25 fraud, oppression, or malice with respect to that act.

26 (g) In any action brought for damages for retaliatory eviction,  
27 the court shall award reasonable attorney's fees to the prevailing  
28 party if either party requests attorney's fees upon the initiation of  
29 the action.

30 (h) The remedies provided by this section shall be in addition  
31 to any other remedies provided by statutory or decisional law.

32 SEC. 2. Section 1954.1 of the Civil Code is amended and  
33 renumbered to read:

34 1954.05. In any general assignment for the benefit of creditors,  
35 as defined in Section 493.010 of the Code of Civil Procedure, the  
36 assignee shall have the right to occupy, for a period of up to 90  
37 days after the date of the assignment, any business premises held  
38 under a lease by the assignor upon payment when due of the  
39 monthly rental reserved in the lease for the period of such  
40 occupancy, notwithstanding any provision in the lease, whether

heretofore or hereafter entered into, for the termination thereof upon the making of the assignment or the insolvency of the lessee or other condition relating to the financial condition of the lessee. This section shall be construed as establishing the reasonable rental value of the premises recoverable by a landlord upon a holding-over by the tenant upon the termination of a lease under the circumstances specified herein.

SEC. 3. Chapter ~~2.5~~ 2.8 (commencing with Section ~~1954.1~~) 1954.600) is added to Title 5 of Part 4 of Division 3 of the Civil Code, to read:

CHAPTER ~~2.5~~ 2.8 BED BUG INFESTATIONS

~~1954.1.~~

1954.600. The Legislature finds and declares:

(a) Controlling bed bugs is uniquely challenging, as bed bug resistance to existing insecticidal control measures is significant. Cooperation among landlords, tenants, and pest control operators is required for successful control. *With cooperation among landlords, tenants, and pest control operators, most bed bug infestations can be successfully controlled.*

~~(b) Tenants, property owners, and pest control operators have distinct rights and responsibilities regarding bed bug infestations.~~

~~(c)~~

(b) Effective control is more likely to occur when landlords and tenants are informed of the best practices for bed bug control.

~~(d)~~

(c) Early detection and reporting of bed bugs is an important component required for preventing bed bug infestations. Tenants should not face retaliation for reporting a problem.

~~(e)~~

(d) Lack of cooperation by landlords and tenants can undermine pest control operator efforts to identify the presence of bed bugs and control an infestation. Depending on the treatment strategy, it is often critical that tenants cooperate with pest control operators by reducing clutter, washing clothes, or performing other activities. Likewise, inadequate or untimely response or planning by landlords may exacerbate an infestation.

~~(f) Specific, enforceable duties of tenants and landlords are necessary so that the failure of a tenant or landlord to cooperate~~

1 ~~fully does not prevent effective investigation, treatment, and~~  
2 ~~monitoring of all infested and surrounding units.~~

3 *(e) Pest control operators with knowledge and education in*  
4 *current best practices for bed bug management, such as those*  
5 *created by the National Pest Management Association (NPMA),*  
6 *are best equipped to help property owners and tenants eradicate*  
7 *bed bugs from their home.*

8 *(f) The Structural Pest Control Board should incorporate*  
9 *training in bed bug management based on the National Pest*  
10 *Management Association (NPMA) best practices for the issuance*  
11 *or renewal of a Branch 2 operator, field representative, or*  
12 *applicator license.*

13 ~~1954.11. For the purposes of this chapter:~~

14 ~~(a) “Bed bug management plan” means a written plan prepared~~  
15 ~~by a pest control operator for a property. The plan will outline the~~  
16 ~~responsibilities of the landlord and tenants and shall be consistent~~  
17 ~~with NPMA best practices and tailored to the conditions at the~~  
18 ~~property. The plan shall include, but is not limited to, the following:~~

19 ~~(1) Education of tenants to reduce the risk of introduction of~~  
20 ~~bed bugs to the property and to encourage reporting. Education~~  
21 ~~methods and frequency shall be based on resources of the landlord.~~

22 ~~(2) Housekeeping and building maintenance procedures to help~~  
23 ~~prevent bed bug harborage, including recommendations from a~~  
24 ~~pest control operator about correcting bed bug hiding places and~~  
25 ~~entry points, for example by sealing cracks and crevices in walls,~~  
26 ~~ceilings, and floors, and fixing loose moldings and peeling~~  
27 ~~wallpaper.~~

28 ~~(3) The landlord’s process for responding to complaints and a~~  
29 ~~brief statement of the requirements of this chapter.~~

30 ~~(4) Written documentation of any bed bug treatment program.~~

31 ~~(5) Use of monitoring devices on a proactive basis, routine~~  
32 ~~monitoring inspections by trained employees or licensed pest~~  
33 ~~control operators, if appropriate, as determined by the pest control~~  
34 ~~operator and based upon the resources of the landlord.~~

35 ~~(6) A complaint log that documents compliance with this~~  
36 ~~chapter.~~

37 ~~(b) “Bed bug treatment program” means a program, based on~~  
38 ~~NPMA best practices, for treating an infestation to remove or kill~~  
39 ~~visible and accessible bed bugs and their eggs, either immediately~~



1 or through residual effects. The program shall be structured to  
2 continue until the infestation is controlled.

3 (e) “Complaint log” means part of a bed bug management plan  
4 that tracks a landlord’s ongoing responses to each bed bug report  
5 over the preceding two years. The complaint log shall include, but  
6 is not limited to, records pertaining to verification inspections and  
7 inspections of adjacent units, results of inspections, records of  
8 notices provided to tenants, unit preparation inspections, treatment  
9 type, locations and dates, and followup inspections.

10 (d) “Inspection” means an investigation of the premises, using  
11 NPMA best practices to confirm or rule out a bed bug infestation,  
12 to identify all infested areas to determine treatment tactics, or to  
13 verify that an infestation has been eliminated.

14 (e) “NPMA best practices” means best management practices  
15 for bed bugs issued by the National Pest Management Association  
16 in effect on January 1, 2016. “NPMA best practices” does not  
17 include practices or actions that conflict with federal or state law.

18 (f) “Pest  
19 1954.601. For purposes of this chapter, the term “pest control  
20 operator” means an individual with holding a Branch 2 operator,  
21 field representative, or applicator license from the Structural Pest  
22 Control Board.

23 (g) “Pretreatment checklist” means unit preparation requirements  
24 tailored to the treatment method, consistent with NPMA best  
25 practices, including, but not limited to, easy-to-understand  
26 instructions, pictures, and diagrams, prepared by the pest control  
27 operator and provided to tenants by the landlord or pest control  
28 operator. The checklist shall include instructions for how to treat  
29 tenant clothing, personal furnishings, and other belongings, if  
30 treatment is required, and shall provide contact information for  
31 the pest control operator to answer questions prior to treatment.

32 1954.602 (a) A landlord shall not show, rent, or lease to a  
33 prospective tenant any vacant dwelling unit that the landlord knows  
34 has a current bed bug infestation.

35 (b) This section does not impose a duty on a landlord to inspect  
36 a dwelling unit or the common areas of the premises for bed bugs  
37 if the landlord has no notice of a suspected or actual bed bug  
38 infestation. If a bed bug infestation is evident on visual inspection,  
39 the landlord shall be considered to have notice pursuant to this  
40 section.

1 ~~1954.12.~~

2 1954.603. On and after July 1, ~~2016, 2017~~, prior to creating a  
3 new tenancy for a dwelling unit, a landlord shall provide a written  
4 notice to the prospective tenant as provided in this section. This  
5 notice shall be provided to all other tenants by January 1, ~~2017.~~  
6 2018. The notice shall be in at least 10-point type and shall include,  
7 but is not limited to, the following:

8 (a) General information about bed bug identification, behavior  
9 and biology, the importance of cooperation for prevention and  
10 treatment, and the importance of and for prompt written reporting  
11 of suspected infestations to the landlord. The information shall be  
12 in substantially the following form:

13

14 Information about Bed Bugs

15 Bed bug Appearance: *Bed bugs have six legs.* Adult bed bugs  
16 have flat bodies about  $\frac{1}{4}$  of an inch in length. ~~They are copper~~  
17 ~~colored and have six legs. Their color can vary from red and brown~~  
18 ~~to copper colored.~~ Young bed bugs ~~are nearly colorless and are~~  
19 ~~very small, small. Their bodies are about  $\frac{1}{16}$  of an inch in length.~~  
20 ~~Bed bugs do not fly. They either crawl or are carried from place~~  
21 ~~to place. They have almost no color.~~ When a bed bug feeds, its  
22 body ~~swells~~ swells, may lengthen, and becomes bright red,  
23 sometimes making it appear to be a different insect. *Bed bugs do*  
24 *not fly. They can either crawl or be carried from place to place*  
25 *on objects, people, or animals.* Bed bugs can be hard to find and  
26 identify because they are tiny and try to stay hidden.

27 Life Cycle and Reproduction: ~~The typical lifespan of a An~~  
28 ~~average bed bug is lives for about 10 months. They can survive~~  
29 ~~for months without feeding.~~ Female bed bugs lay one to five eggs  
30 per day. Bed bugs grow to full adulthood in about 21 days.

31 *Bed bugs can survive for months without feeding.*

32 Bed bug Bites: Because bed bugs usually feed at ~~night when~~  
33 ~~people are sleeping, night~~, most people *are bitten in their sleep*  
34 *and do not realize they were bitten.* A person's reaction to insect  
35 bites is an immune response and so varies from person to person.  
36 Sometimes the red welts caused by the bites will not be ~~apparent~~  
37 *noticed until many days after a person was bitten. bitten, if at all.*

38 ~~Common signs of bed bugs signs and symptoms of a possible~~  
39 *bed bug infestation:*

1 • Small red to reddish brown fecal spots on mattresses, *box*  
2 *springs, bed frames, mattresses, linens, upholstery, or walls.*

3 • Molted bed bug skins, white, sticky eggs, or empty eggshells.

4 • Very heavily infested areas may have a characteristically sweet  
5 odor.

6 • Red, itchy bite marks, especially on the legs, arms, and other  
7 body parts exposed while sleeping. *However, some people do not*  
8 *show bed bug lesions on their bodies even though bed bugs may*  
9 *have fed on them.*

10 ~~More information: See~~

11 ~~For more information, see the web Internet Web sites of the~~  
12 ~~United States Environmental Protection Agency, California~~  
13 ~~Department of Public Health, California State Structural Pest~~  
14 ~~Control Board, Agency and the National Pest Management~~  
15 ~~Association.~~

16  
17 (b) The procedure to report suspected infestations to the  
18 landlord.

19 (e) ~~If applicable, a statement that the property has a bed bug~~  
20 ~~management plan.~~

21 ~~1954.13. A tenant shall not bring onto a property personal~~  
22 ~~furnishings or belongings that the tenant knows or reasonably~~  
23 ~~should know are infested with bed bugs.~~

24 ~~1954.14. (a) Within seven calendar days after a tenant finds~~  
25 ~~or reasonably suspects a bed bug infestation at a property, the~~  
26 ~~tenant shall notify the landlord in writing of that fact and the~~  
27 ~~evidence of infestation. Evidence of infestation includes, but is~~  
28 ~~not limited to, any recurring or unexplained bites, stings, irritation,~~  
29 ~~or sores of the skin that the tenant knows or reasonably suspects~~  
30 ~~are caused by bed bugs.~~

31 ~~(b) Within five business days after a tenant or a public agency~~  
32 ~~notifies a landlord of a suspected infestation, the landlord shall~~  
33 ~~retain the services of a pest control operator to verify the suspected~~  
34 ~~infestation and to conduct an inspection, if determined to be~~  
35 ~~necessary by the pest control operator.~~

36 (e)

37 ~~1954.604. Entry to inspect a tenant's dwelling unit shall comply~~  
38 ~~with Section 1954. Entry to inspect any unit selected by the pest~~  
39 ~~control operator and to conduct followup inspections of~~  
40 ~~surrounding units until bed bugs have been are eliminated is a~~

1 necessary service for the purpose of Section 1954. Tenants shall  
2 cooperate with the inspection to facilitate the detection and  
3 treatment of bed bugs, including providing requested information  
4 that is necessary to facilitate the detection and treatment of bed  
5 bugs to the pest control operator.

6 ~~(d) If a pest control operator's inspection confirms that a bed  
7 bug infestation exists:~~

8 ~~(1) The landlord shall notify all tenants of units identified for  
9 treatment by the pest control operator of the findings of infestation.  
10 The notification shall be in writing and made within two business  
11 days of receipt of the pest control operator's findings. For  
12 confirmed infestations in common areas, all tenants shall be  
13 provided notice of the pest control operator's findings.~~

14 ~~(2) If further inspections of the affected units or surrounding  
15 units are necessary as determined by the pest control operator,  
16 based on the NPMA best practices, subsequent notices shall include  
17 information about future inspections, unless that information was  
18 disclosed in a prior notice. Each entry shall require notice  
19 conforming to Section 1954.~~

20 ~~1954.15. (a) After an infestation is confirmed as described in  
21 Section 1954.14, the landlord shall contract with a pest control  
22 operator to prepare and implement a bed bug treatment program  
23 to begin within a reasonable time. Beginning the treatment program  
24 within 10 calendar days after the infestation is confirmed shall be  
25 presumed to be a reasonable time.~~

26 ~~(b) At least seven calendar days prior to treatment, the landlord  
27 shall provide the affected tenants with the following:~~

28 ~~(1) A cover sheet from the landlord, in at least 10-point type,  
29 disclosing:~~

30 ~~(A) The date or dates of treatment, the deadline for tenant  
31 preparation of the unit, and the date, approximate hour, and length  
32 of time, if any, the tenant shall be required to be absent from the  
33 unit.~~

34 ~~(B) A statement that the tenant may request assistance or an  
35 extension of time to prepare the unit, to the extent required by law,  
36 to reasonably accommodate a disability.~~

37 ~~(C) A statement that a tenant not entitled to a reasonable  
38 accommodation under law may also request an extension of time  
39 to prepare the unit.~~

1     ~~(2) A pretreatment checklist with information provided by the~~  
2 ~~pest control operator, which shall be in accordance with NPMA~~  
3 ~~best practices.~~

4     ~~(c) The tenant shall fulfill his or her responsibilities for unit~~  
5 ~~preparation before the scheduled treatment, as described in the~~  
6 ~~pest control operator's pretreatment checklist. Tenants shall be~~  
7 ~~responsible for the management of their belongings, including,~~  
8 ~~but not limited to, clothing and personal furnishings.~~

9     ~~(d) Tenants who are not able to fulfill their unit preparation~~  
10 ~~responsibilities shall promptly notify the landlord. For a tenant not~~  
11 ~~entitled to a reasonable accommodation under law who requests~~  
12 ~~an extension of time to prepare the unit, the landlord shall extend~~  
13 ~~the preparation time by three business days.~~

14     ~~(e) If an extension of time is provided in order to reasonably~~  
15 ~~accommodate a tenant required under law to receive a reasonable~~  
16 ~~accommodation, or for other tenants as provided in subdivision~~  
17 ~~(d), the landlord shall provide all affected tenants with a notice of~~  
18 ~~the revised dates and times specified in subparagraph (A) of~~  
19 ~~paragraph (1) of subdivision (b), as necessary.~~

20     ~~(f) A tenant shall cooperate in vacating his or her unit as notified~~  
21 ~~for treatment purposes and shall not reenter the unit until directed~~  
22 ~~by the pest control operator to do so.~~

23     ~~(g) Inspection of unit preparation and bed bug treatment and~~  
24 ~~posttreatment inspection and monitoring of all affected and~~  
25 ~~surrounding units as recommended by the pest control operator~~  
26 ~~are a necessary service for the purpose of Section 1954. In addition~~  
27 ~~to the cover sheet and any revisions under subdivision (e), the~~  
28 ~~landlord shall provide written notice of entry pursuant to Section~~  
29 ~~1954 to affected tenants for all treatments and inspections.~~

30     ~~1954.16. No later than 30 calendar days after a bed bug~~  
31 ~~infestation is confirmed by a pest control operator, or by a code~~  
32 ~~enforcement officer or a health officer under paragraph (12) of~~  
33 ~~subdivision (a) of Section 17920.3 of the Health and Safety Code,~~  
34 ~~a pest control operator and the landlord shall prepare a written bed~~  
35 ~~bug management plan for the property. This plan shall be made~~  
36 ~~available to tenants upon request.~~

37     ~~1954.17. It is unlawful for a landlord to rent or lease, or offer~~  
38 ~~to rent or lease, any vacant dwelling unit that the landlord knows~~  
39 ~~or should reasonably know has a current bed bug infestation.~~

1 1954.18. ~~Service of a three-day notice and filing of an unlawful~~  
2 ~~detainer action to enforce tenant responsibilities under this chapter~~  
3 ~~shall not be considered unlawful retaliation under Section 1942.5.~~

4 1954.19. ~~If a landlord has received notice of an infestation and~~  
5 ~~is in compliance with the requirements of this chapter, the property~~  
6 ~~shall not, with respect to bed bugs, be considered to be substandard~~  
7 ~~as defined in Section 17920.3 of the Health and Safety Code, to~~  
8 ~~be untenable as defined in Section 1941.1, or to be in breach~~  
9 ~~of the implied warranty of habitability.~~

10 1954.20. ~~A landlord or tenant, when disposing of personal~~  
11 ~~property that they own or control, that is infested with bed bugs,~~  
12 ~~including, but not limited to, bedding, furniture, clothing, draperies,~~  
13 ~~carpeting, or padding, shall securely seal the property in a plastic~~  
14 ~~bag that is all of the following:~~

- 15 ~~(a) Of a size as to readily contain the disposed material.~~  
16 ~~(b) Labeled as being infested with bed bugs.~~  
17 ~~(c) Furnished as needed to the tenant by the landowner or pest~~  
18 ~~control operator.~~

19 1954.21. ~~In addition to any other remedies provided by law, a~~  
20 ~~landlord or tenant may sue for injunctive or declaratory relief for~~  
21 ~~violations of this chapter.~~

22 1954.22. ~~A landlord shall not be liable for any damages due~~  
23 ~~to delays in bed bug treatment and control that are outside the~~  
24 ~~landlord's control.~~

25 1954.23. ~~Failure to comply with NPMA best practices shall~~  
26 ~~not constitute a violation of this chapter if copies of the NPMA~~  
27 ~~best practices are not available to the public free of charge.~~

28 1954.24. ~~(a) Except as provided in subdivision (b), to the end~~  
29 ~~of providing a single, uniform approach to the treatment of bed~~  
30 ~~bug infestations in residential tenancies in California, it is the intent~~  
31 ~~of the Legislature to occupy the field with regard to this subject.~~  
32 ~~Cities, counties, and other local entities are prohibited from~~  
33 ~~enacting a local law on this subject.~~

34 ~~(b) The comprehensive ordinances and regulations of the City~~  
35 ~~and County of San Francisco regarding the treatment and control~~  
36 ~~of bed bug infestations are deemed to satisfy this chapter and are~~  
37 ~~not preempted.~~

38 1954.605. *The landlord shall notify the tenants of those units*  
39 *inspected by the pest control operator pursuant to Section 1954.604*  
40 *of the pest control operator's findings. The notification shall be*

1 *in writing and made within two business days of receipt of the pest*  
2 *control operator's findings. For confirmed infestations in common*  
3 *areas, all tenants shall be provided notice of the pest control*  
4 *operator's findings.*

5 *SEC. 4. Section 1.5 of this bill incorporates amendments to*  
6 *Section 1942.5 of the Civil Code proposed by both this bill and*  
7 *Assembly Bill 2881. It shall only become operative if (1) both bills*  
8 *are enacted and become effective on or before January 1, 2017,*  
9 *(2) each bill amends Section 1942.5 of the Civil Code, and (3) this*  
10 *bill is enacted after Assembly Bill 2881, in which case Section 1*  
11 *of this bill shall not become operative.*